CITY OF RYE
1051 BOSTON POST ROAD
RYE, NY 10580
AGENDA

REGULAR MEETING OF THE CITY COUNCIL COUNCIL CHAMBERS, CITY HALL
Wednesday, February 05, 2020
8:00 p.m.

Please Note: The Council will convene at 6:30 p.m. and it is expected they will adjourn into Executive Session at 6:31 p.m. to discuss attorney-client privileged matters, personnel matters and labor negotiations.

1. Pledge of Allegiance.

2. Roll Call

3. Draft unapproved minutes of the Regular Meeting of the City Council held January 22, 2020.

4. General Announcements

5. Residents may be heard on matters for Council consideration that do not appear on the Agenda.

6. Authorize payment of the balance of the 2019/2020 Rye Neck Union Free School District taxes collected by the City to the School District.
   Roll Call.

7. Authorization for City Manager to retroactively enter into an Inter-municipal Agreement with Westchester County for the providing a Positive Youth Development Program.

8. Approve appointments to the Boat Basin Commission from the October 2019 election.

9. Resolution to transfer $170,872.15 from the 2019 General Fund Contingency account to Legal Services account to cover expenses incurred in 2019. There is currently $245,000 available in the Contingency Fund.
   Roll Call

10. Consideration of a request from the Friends of Rye Nature Center to use the Village Green on April 19th from 11:00 a.m. to 4:00 p.m. (includes set-up and clean-up) for the first ever Rye Community Earth Day Awareness Celebration.

11. Consideration of a request by the Rye Chamber of Commerce for the use of the southern end of the City's Car Park #2 on Sundays from May 10, 2020 through December 6, 2020

from 6:30 a.m. to 3:30 p.m. for the Rye Farmers Market. Market hours are from 8:30 a.m. to 2 p.m.

12. Consideration of a request by Christ's Church for use of City streets on Sunday, June 7, 2020 and on Sunday, September 13, 2020 from 9:00 a.m. to 2:00 p.m. for their semi-annual picnics.

13. Consideration of a request by the Westchester County chapter of the National Alliance on Mental Illness (NAMI) to have a ribbon initiative in the Central Business District during the month of May 2020.

14. Consideration of request for permission to close a section of Purchase Street for the 68th Annual Celebration of the Halloween Window Painting Contest.

15. Consideration of request from Rye Recreation to hold the Annual Food Truck Festival Saturday, June 20, 2020. The Council will have to waive § 144-8D and G of the City Code.

16. Consideration of request from Rye Recreation to hold the annual Turkey Run road race on Saturday, November 28, 2020.

17. Consideration of a request from Sally Rogol, the superintendent of Rye Recreation, to have a food truck for Summer Camp 2020 at Rye Recreation. The City Council will have to waive § 144-8D and G of the City Code.

18. Appointments to Boards and Commissions by the Mayor with Council approval.

19. Old Business/New Business.

20. Adjournment

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The next regular meeting of the City Council will be held on Wednesday, February 26, 2020 at 7:30 p.m.

** City Council meetings are available live on Cablevision Channel 75, Verizon Channel 39, and on the City Website, indexed by Agenda item, at www.ryeny.gov under "RyeTV Live".

The Mayor and City Council have office hours in the Mayor's Conference Room Annex at Rye City Hall, 1051 Boston Post Road. Attendance by the Mayor and Council Members will vary. The Mayor's Conference Room Annex is located on the 1st floor of City Hall adjacent to the Council Chambers. Office hours may be found on the City's website.

DRAFT UNAPPROVED MINUTES of the Regular Meeting of the City Council of the City of Rye held in City Hall on January 22, 2020, at 7:30 P.M.

PRESENT:

JOSH COHN, Mayor
SARA GODDARD
CAROLINA JOHNSON
RICHARD MECCA
JULIE SOUZA
BENJAMIN STACKS
PAMELA TARLOW
Councilmembers

ABSENT:

None

The Council convened at 6:30 P.M. Councilman Mecca made a motion, seconded by Councilwoman Souza, enter into executive session to discuss litigation and personnel matters. At 7:32 P.M., Councilman Mecca made a motion, seconded by Councilwoman Souza, to exit executive session and commence the regular meeting of the City Council. The meeting began at 7:39 P.M.

1. Pledge of Allegiance.

Mayor Cohn called the meeting to order and invited the Council to join in the Pledge of Allegiance.

2. Roll Call.

Mayor Cohn asked the City Clerk to call the roll; a quorum was present to conduct official City business.

3. Mayor's Annual Message.

Mayor Cohn addressed the Council and community and made the following statement:

"Residents, Councilmembers and City Staff:

I am pleased to have the opportunity to share my thoughts now two years into my time as Mayor. In general, I will be describing a City in very good shape, though facing serious infrastructure challenges. Before I do so, though, I have to attribute much of that "very good shape" status to the constant and continuing efforts of our City staff. Our City Council over the past two years has asked a great deal from staff, and staff have given the City a great deal in response. My thanks to them. My thanks as well to our still new Interim City Manager. Greg Usry is approaching his role with enthusiasm and intelligence.

I can't begin to touch on all that your City Council and City government are doing in what would be a reasonable amount of time. Please consider the following to be highlights and forgive me if I leave out any additional topics that leap to the fore in coming days.

Capital Expenditures and Infrastructure. Over the past two years, we as a Council have worked hard, with the aid of staff and the Finance Committee, to put together a realistic though very challenging program of capital projects responsive to the City's most acute needs. We focused on the most pressing needs of a City that had not been able or had chosen not to invest in deteriorating infrastructure and equipment for some years. Creating that program of projects and putting it in motion was an accomplishment in itself. The first fruits of this labor, our fleet of new garbage trucks, can be seen on City streets.

Watching these gorgeous, yellow vehicular nymphs in action is gratifying, but the acquisition of new trucks is relatively simple compared to our other projects, all of which require complex planning. One new emergency project in particular has preempted some of the planning time our other projects need. What is this new Job #1? As those of you who follow our meetings know, our hugely popular Rye Recreation day camp suddenly found itself at a loss for facilities for some of its programs as a result of Rye's public school buildings closing for the next several summers to allow the renovations approved by voters last year. Understanding that school facilities will not be available to the camp again for years, we decided to renovate and upgrade facilities at Rye Rec so as to no longer be dependent upon the schools and so as to provide more welcoming and useful facilities for all the non-camp functions that Rye Rec hosts. City staff scrambled to plan the work at Rec, and now is going back to work on our State-required courthouse renovation, our sewer upgrades, our DPW facility renewal and our upgrade of City Hall mechanical and utility systems.

An early mover among these projects will be the Central Avenue pump station and related sewer line that will allow the abandonment of the temporary work-around to the crushed and leaking sewer pipe paralleling I-95. The work on this project will commence this summer.

The grant-supported Forest Avenue pathway project is in a particularly laborious planning process dictated by the terms of our grant funding. These terms require that the City work with the State's Department of Transportation. We anticipate that planning will be concluded this year and that we will reveal plans to the public as they firm up.

Those new garbage trucks of ours are plying what we hope residents agree are steadily improving roads. We are maintaining a level of annual investment in paving nearly double that prevailing before we took office. We have had all City roads reviewed and rated for prioritization in repaving. We will again in the coming paving season tackle worst first, distributing our efforts across the City so that all neighborhoods will share in the improvement, though no neighborhood will be repaved all at once. The County will be doing its part, too, with work anticipated on Midland Avenue and Theodore Fremd, both County roads. We have had some additional paving bad news/good news, with Con Ed first tearing up our streets, but then complying with our new City rules which require the utility to repave whole streets in many cases.

I will describe shortly other initiatives we will undertake. We as a Council, however, must maintain our focus and staff focus on the City's infrastructure needs. This fundamental renewal of our City cannot wait.

Finances. The City's financial condition is good, although our financial discipline must be better than good in order to accomplish the many things the City needs to do. The City gets to draw on only 16% of the total property tax yield and the City's costs, like our own individually, are constantly rising. Even so, we have held our City tax increase this year to 1.87%, well below the tax cap. At the same time, we are carefully earmarking any annual savings for capital investments. To be plain, we don't yet know how many millions of dollars it will take to resolve the Save the Sound sewer lawsuit, but we must plan nonetheless. We have spoken in years past about the creation of a sewer fund resourced from collection of a sewer fee based on water usage. A sewer fund will by no means finance all our needs, but given our needs it makes sense to continue to study the benefits of such a fund, as we are doing.

Despite the great care being taken with our finances, and despite our winning grant support for certain projects, we will need to bond to accomplish our goals. It is likely that we will do so early next year.

Union Contracts. The City had the good fortune this past year to find thoughtful partners in the union bargaining for our DPW workers and our clerical workers. We were able to sign agreements that we believe constituted wins for the City and the City employees upon whom the City's welfare depends. We were able to find a similar mutual victory for the City and the PBA in 2018. We have for ratification later this evening a parallel agreement with our paid firefighters. For the first time in years, we have contracts with all our union employees.

Boat Basin. The gradual accumulation of silt in the municipal boat basin, a perennial problem, now threatens the boat basin's viability as a result of substantial increases in the cost of dredging. The boat basin is treasured by those who use it. It is a key element in the democratization of access to Long Island Sound in our City on the Sound. In a sense, the boat basin is emblematic of life in a Sound shore community. In fact, a whole neighborhood's well-being is implicitly connected to the health of the boat basin. Even so, the boat basin is operated as an enterprise fund, owned by the City, but intended to be financially self-sufficient.

In the past year, the Boat Basin Commission has not found the means to support the anticipated cost of periodic dredging to restore and maintain adequate depth in the boat basin itself and the channel through Milton Harbor. Even as the Commission plans, however, the means of dredge spoil disposal and related cost remains unclear – and in the hands of consultants and government agencies. In an effort to crystalize the problem, we have organized a special committee, comprised of key City staff and members of the Boat Basin Commission, Planning Commission and Finance Committee. This committee is charged with pinning down the facts and offering potential resolutions for the City's consideration.

Major Real Estate Matters. In the past year, the Council gave the green light to the Rye Y's plan to lease what was most recently Mrs. Green's. In doing so, the Council is helping an important City not-for-profit expand its services to the community. The Council is also providing greater

locational opportunities to group exercise class facilities elsewhere in Rye. We will soon continue our examination of The Osborn's request to reconfigure some of its property use. The Avon property has been purchased and the owner group is approaching with its request to change permitted uses. We are cognizant of the fact that each of these discrete projects will have effects beyond their property boundaries. We are working carefully, as we trust is the Planning Commission, towards mutually beneficial reckonings of the private and public interests in these projects.

United Hospital Redevelopment. Starwood, which bought the United Hospital site years ago and took its plan for a massive multi-use project through the environmental review process in Port Chester, sold the site to other developers. We have been told by Port Chester that the new developers will not be substantially changing the Starwood plan. The new developers have not, however, put their own plans on the table. Why should the City of Rye care? We care because the planned development on our border is sure to have an important effect on traffic on nearby streets, including those that traverse a Rye neighborhood that juts out against Rye Brook and Port Chester immediately adjacent to the site. This neighborhood has been living with tremendous uncertainty for years. The Council has been in prolonged and continuing conversation with the neighborhood as to how best to respond to this uncertainty.

Parking. Our City's parking problem can be divided into two principal parts. One part is railroad station parking and the other is central business district parking. We approached renewed study of this venerable problem last year by first seeking improved enforcement of existing parking regulations. This allows us to understand what our actual present capacities are. Following from this, we intend to undertake a new study that will reconsider structural improvements and other options. We are aware that there have been prior studies that have not resulted in substantial action. We cannot simply accept the status quo, however, and will once again seek to find means to diminish this problem which reduces customer traffic in our stores and restaurants, and weighs upon sales of homes distant from the railroad station.

Nursery Field. In the first half of 2019, a group of Rye residents approached the City with the thought of privately raising funds to donate to the City to convert the soccer field on Milton Road from natural grass to artificial turf. The group's purpose is to diminish the incidence of field cancellations that now result from the field's poor ability to recover from rain and its overall poor condition. A number of neighbors and others in the community have raised concerns that must be examined and evaluated. We intend to do so with great care. Soon we hope to schedule a first Council public "work session," during which the Council will hear staff and retained expert advice. This work session will be followed by one or more "workshops," which will welcome public participation in consideration of the issues. We will be posting informational resources on the City website.

Rye TV. We are making progress in our effort to find a welcoming home for the public access functions of Rye TV outside of the City government. We hope that the transition will bring additional energy to this community asset. At the same time, we are looking at improving the governmental coverage of Rye TV, which coverage will remain a City endeavor.

Tree Law. Last year, we reclaimed our official status as a "Tree City." That has not, however, diminished the clear cutting of properties in anticipation of building. We all recognize the importance of our trees, from their beauty to their shade, to their soil and water retention capacities and their atmospheric benefits. We intend to review again the possibility of municipal action that might protect trees valuable to us all while remaining sensitive to individual property rights.

Solar Energy. Moving away from fossil fuel use is a primary means of reducing our contribution to climate change. Embracing solar power is a means of doing this by incremental and local efforts. The City has joined a County program that will evaluate our government buildings for installation of solar panels. We will seek the assistance of Sustainable Westchester's and other public programs. We will also work with our Board of Architectural Review to adopt guidelines for residential solar panel installations intended to make such installations more accessible to residents. We will ask the Sustainability Committee to consider once again providing residents with advice on solar equipment installation and financing. We understand that there may be large-scale solar "farm" developments in New York that may at some point provide bulk power that we might access. In advance of such developments, however, we will look for cost-efficient, local improvements.

Census. The City of Rye has created a committee to ensure that a complete count of our residents is conducted in Census 2020. Making sure Rye is accurately counted is critical in ensuring that we receive fair funding for our community and that we are properly represented in government.

Master Plan. We know the many discrete things we would like to do in moving Rye forward. We intend to persist in moving those things forward despite the many obstacles that progress charms into being. That said, we also recognize the need to comprehensively plan long term --managing the planning effort so that it doesn't impede our progress. Accordingly, we will review and reignite the master plan process that began a few years ago. We will insist, however, that this process be a comprehensive look at the directions this City may take – respecting, but not bound by, choices made in the past.

Staff. We have a small City staff, reduced by the City's financial limitations, and I must state again our gratitude for its efforts. When the majority of this Council took office two years ago, we noted the lack of an assistant city manager and resolved to consider whether this was appropriate. The City Manager is the City's chief administrative officer and both the Council's and the public's primary interface with City staff. We have realized that with the number of projects we wish to undertake and with the daily challenges faced by the City, we hamper the City's progress by not having a good assistant manager more than the savings of salary and benefits is worth. We also have recognized that our City Engineer and DPW chief (one man – two hats) bears a great burden that can be eased by an assistant. We are looking forward to the hiring of these two assistants, which we believe will be a boon to staff and residents alike.

I am speaking now with two years in as mayor. It is half-time in my four-year term and a moment ripe for reflection. What, you (or I) might ask, have I learned in what has been a pervasive learning experience? Most importantly, I have learned, on the one hand, that community is the work of many, and that, as important as government may be to the community, it is the community that ultimately and rightfully drives policy and manifests the City's character.

On the other hand, I have learned the power of individuals to shape outcomes for better or worse, but most often for better and for the underlying benefit of the community.

I have also learned how many small, finite acts are needed to make municipal progress, and that things, especially good things, take time, far more time than one might imagine. Municipal governments are subject to great distraction in the form of intervening crises and political moods. It is vital that this Council persist energetically in the projects it has undertaken, or else progress will falter. We must recognize that though our ambitions may be unlimited, our capacities are finite. That said, however, and although Ms. Murphy's law rings as true in municipal affairs as elsewhere, we must recognize that with persistence and a talented staff we can achieve our goals.

Thank you."

4. Draft unapproved minutes of the Regular Meeting of the City Council held January 8, 2020.

Councilman Souza made a motion, seconded by Councilman Mecca and unanimously carried, to approve the minutes of the Regular Meeting of the City Council held January 8, 2020.

5. General Announcements

Councilwoman Goddard recognized the Conservation Commission/ Advisory Council (CCAC) who had its first meeting of the year last week. With having a number of new commission members, Chairperson Tracy Stora put together a tool kit which included the meeting schedule, templates for the comments that the CCAC provides, templates for minutes taking, and templates for email communications. Councilwoman Goddard commended M.s Stora and the CCAC and felt that their example could help other boards be successful.

Councilwoman Tarlow introduced herself. She said she joined the Council for her feelings on issues such as good government, transparency, process, equity, deliberation, cooperation, and others. She said she felt it imperative to communicate and listen. She promised the public that she would not vote until she listened to the issues at hand. She said that Rye is a place where she has raised her children. She said she loves Rye, and wants to give back to it. Councilwoman Tarlow said she was less than perfect, at times making mistakes, but is happy to be called out during those times. She thanked the members of the community for being at the meeting tonight. She referenced a study in the Wall Street Journal that indicated that many people do not know much about their own government. The current trend is that government is taking less of a role of being our center, but the social infrastructure needs to be supported by a good government. There are things in the community, such as Rye Moms, the Rye Free Reading Room, Rye Town Park and the Rye Nature Center, all which depend on this. Councilwoman Tarlow said that infrastructure needed to stay in place and that she wanted to fight for those things to continue. She said she believed that the Council needed a policy for agenda and civility. She said that the Council needed to decide what policies the City should have in terms of items like the time clock and how the audience is treated. She said that

everyone has to learn to work together. She was hopeful for a retreat to get to know one another and communicate. She thanked everyone and said she looked forward to her time together working with the Council and public.

Mayor Cohn reminded the community that it was that time of year where snow can fall. With snow comes the responsibility of each property owner to clear the sidewalks adjacent to that property within 24 hours of the cessation of a storm. The City would appreciate it greatly if people would remember that. Mayor Cohn said that our police force was working to enforce the rule, but it is a matter of public safety to have clear sidewalks. It is beyond the City's ability to clear the sidewalks.

6. Residents may be heard on matters for Council consideration that do not appear on the Agenda.

There were no comments made under this agenda item.

7. Presentation by Blanca Lopez, Westchester County Executive Office, regarding the 2020 Census process and expectations.

Mayor Cohn invited Blanca Lopez, Westchester County Executive Office, to speak regarding the 2020 Census. Ms. Lopez presented on behalf of Planning Commissioner Norma Drummond and introduced County Census Coordinator Heriberto Contreras. She was that Westchester was 69 days away from the official 2020 census launch. The efforts began yesterday, January 21, 2020, in Alaska. Ms. Lopez presented a slideshow about the importance of the census, ensuring fair political representation and appropriate funding. The census is required by Article I of the U.S. Constitution. Ms. Lopez discussed the funding distributed in many federal, state, county, and local programs. This funding is one major factor that drives the need for a full and accurate count. Every person not counted equates to $2,500 of loss to each municipality; 400 people not counted amounts to a loss of $1 million. This will be first census in which everyone will be invited to respond online, beyond the traditional filling out of the paperwork or calling the census phone number provided. As a last resort, the U.S. Census will be able to ask neighbors or building managers to capture an accurate count. The group would also be able to use government records if it feels that data is missing.

Ms. Lopez presented the census sample questionnaire, which is made up of 9 questions. She also presented information on the American Community Survey. She discussed census geography, and hard-to-count areas. She also talked about the Local Update of Census Addresses (LUCA) conducted in 2018 to ensure that all households receive the questionnaire. Ms. Lopez also showed and discussed the importance of the boundary and annexation survey.

In terms of timing, Ms. Lopez explained that the census would be conducted between mid-March and mid-July, with mailings going out on March 12, 2020. She asked everyone to do their civic duty and participate as soon as possible. She said that 95% of households were expected to receive their census information in the mail, with 5% receiving it in alternative means.

For anticipated turnout, Ms. Lopez said that the 2020 U.S. Census was expected to have the lowest turnout rate, with only 67% of people participating on their own. She spoke about groups less likely to participate, such as senior citizens, those living in multifamily dwellings, non-traditional roommate arrangements, those fearful of personal privacy issues, and those fearful about their immigration status. Ms. Lopez stated that information gathered by the census would never be shared with any other agency or person.

Ms. Lopez thanked the Council and invited anyone interested to participate in the Westchester County Kickoff of the U.S. Census on Monday, January 27, 2020.

7a. Approve a Resolution to enter into a Memorandum of Agreement between the City of Rye and the Rye Professional Fire Fighters Association, Local 2029, for a contract period of January 1, 2016 to December 31, 2023.

Mayor Cohn made a motion, seconded by Councilwoman Souza, to adopt the following resolution:

WHEREAS, the City of Rye and the Rye Professional Fire Fighters Association, Local 2029, IAFF (the "RPFFA") have negotiated a new Memorandum of Agreement which will replace the agreement which expired on December 31, 2015; and

WHEREAS, the RPFFA ratified the proposed terms of the MOA, now therefore, be it

RESOLVED, that the City Council approve the MOA with the RPFFA for the contract period January 1, 2016 through December 31, 2023.

ROLL CALL
AYES: Mayor Cohn, Councilmembers Goddard, Johnson, Mecca, Souza, Stacks, Tarlow
NAYS: None
ABSENT: None

8. Authorization for City Manager to purchase a new fire truck for $572,345.00 using funds in the Vehicle and Building Maintenance Account.
Roll Call

Mayor Cohn acknowledged that staff had researched and considered various specifications and is confident in the decision to move forward with the specific model recommended.

City Manager Usry said that there were 150 vehicles across the City's inventory. The City has begun a comprehensive fleet review to understand the timing, durability and cost to optimize the fleet. One of the most important needs at this time is the firefighters' protection.

Councilman Mecca invited Lt. Tietjen to address the Council and public, and to explain the need for a new truck.

Fire Lt. Kurt Tietjen addressed the Council. He explain that the new truck would be replacing the current truck and apparatus from 1994 and 1987, respectively. Councilman Mecca asked if there would be any special lettering/ detailing, and Lt. Tietjen responded that the design would match the current fire truck design and be very basic. He commented that the truck is powerful and designed to go to work.

There was discussion over the fact that in their research, the City landed on the company Seagrave, which makes limited stock trucks. Lt. Tietjen explained that this saves the City real money, but has a quick turnaround time, as the delivery can happen 30 to 60 days from the date the agreement is signed. The vehicle is already built, so there is no need to wait for a custom design.

Mayor Cohn commented that this new truck takes all of Seagrave's most popular features in the custom trucks, but is made in a stock. Lt. Tietjen agreed and said that there is legitimate savings due to this model. Studying the nine recent sales of custom Seagraves trucks in Westchester Count, the average was $775,000. This is substantially less.

Councilman Mecca made a motion, seconded by Councilwoman Tarlow, to adopt the following resolution:

RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE A 2018 SEAGRAVE FASTRACK PUMPER TRUCK

WHEREAS, the City's current pumper truck, Engine 193, has been in operation since approximately 1989 and is in need of replacement; and

WHEREAS, the City Manager has been working with the Commissioner of Public Safety and the Fire Department to research what type of fire truck would best fit the City's needs; and

WHEREAS, a 2018 Seagrave Fastrack Pumper is available for purchase and will meet the City's current needs to replace Engine 193; now therefore be it

RESOLVED, that the City Council hereby authorizes the City Manager to purchase the above-described fire truck for an amount of $572,345.00 (Five Hundred Seventy Two Thousand and Three Hundred and Forty Five Dollars); and

BE IT FURTHER RESOLVED, that the City shall pay for such truck from the City's Building and Vehicle Fund and that, if in the future the City Manager determines that an alternative funding source is necessary, the City may reimburse itself any funds expended.
ROLL CALL:

ROLL CALL
AYES: Mayor Cohn, Councilmembers Goddard, Johnson, Mecca, Souza, Stacks, Tarlow
NAYS: None
ABSENT: None

9. Approve appointments to the Boat Basin Commission from the October 2019 election.

Mayor Cohn explained that the Boat Basin Commission voted in October and the Council must approve the appointments. The appointments are as follows:

Commission Members	Expiration Date
Joe Pecora	12-31-21
Brendan Doyle	12-31-22
Matthew Malouin	12-31-22
Stephen Monaldo	12-31-22
Christian Magliano	12-31-22

This item was held for further clarification and confirmation regarding the Boat Basin Commission's staggered terms.

10. Update on Fireman's Circle plantings and resolution authorizing DPW to execute transfer of $3,800 from the Tree Fund to DPW so Rye Sustainability can execute the Fireman's Circle plantings.

There was general and brief discussion about not referring this item to the Traffic and Pedestrian Safety Committee.

Mayor Cohn introduced resident Liz Garrett, landscape architect. She reported that pursuant to the direction given to her at the previous Council meeting, she presented the plan to the Board of Wardens. She was happy to report that any potential issues were addressed.

Councilwoman Souza made a motion, seconded by Councilwoman Tarlow, to adopt the following resolution:

RESOLVED, that the transfer of $3,800 is hereby authorized to be transferred from the Tree Fund to the DPW Budget to execute the Fireman's Circle plantings.

ROLL CALL
AYES: Mayor Cohn, Councilmembers Goddard, Johnson, Mecca, Souza, Stacks, Tarlow
NAYS: None
ABSENT: None

11. Consideration of a request by the American Legion Post 128 and the Ladies Auxiliary of Post 128 to approve a parade to commemorate Memorial Day to be held on Monday, May 25, 2020 from 9:30 a.m. to 10:30 a.m.

Councilwoman Souza made a motion, seconded by Council mecca, to approve the a request by the American Legion Post 128 and the Ladies Auxiliary of Post 128 to approve a parade to commemorate Memorial Day to be held on Monday, May 25, 2020 from 9:30 a.m. to 10:30 a.m.

12. Consideration of a request by the American Legion Post 128 and the Ladies Auxiliary of Post 128 to hold a Memorial Day Ceremony on the village green event to be held on Monday, May 25, 2020 from 10:30 a.m. to 11:15 a.m.

Councilwoman Souza made a motion, seconded by Councilman Mecca, to approve the request by the American Legion Post 128 and the Ladies Auxiliary of Post 128 to hold a Memorial Day Ceremony on the village green event to be held on Monday, May 25, 2020 from 10:30 a.m. to 11:15 a.m.

13. Consideration of a request by the American Legion Post 128 and the Ladies Auxiliary of Post 128 to have a food truck at the Memorial Day event to be held on Monday, May 25, 2020 from 9:30 a.m. to 12:00 p.m.

Councilwoman Souza made a motion, seconded by Councilman Mecca, to waive City Code Chapter 144 (8)(d) and (g) regarding food trucks and approve the request by the American Legion Post 128 and the Ladies Auxiliary of Post 128 to have a food truck at the Memorial Day event to be held on Monday, May 25, 2020 from 9:30 a.m. to 12:00 p.m.

ROLL CALL
AYES: Mayor Cohn, Councilmembers Goddard, Johnson, Mecca, Souza, Stacks, Tarlow
NAYS: None
ABSENT: None

14. Consideration of a request by the Rye Free Reading Room for the use of the Village Green and City Hall Parking lot to host the Annual Vehicle Fair Sunday, June 7, 2020 from 11:00 a.m. to 3:00 p.m.

Councilwoman Johnson made a motion, seconded by Councilman Mecca, to approve the request by the Rye Free Reading Room for the use of the Village Green and City Hall Parking lot to host the Annual Vehicle Fair Sunday, June 7, 2020 from 11:00 a.m. to 3:00 p.m.

15. Consideration of a request by the Rye Free Reading Room to have three food trucks at the Annual Vehicle Fair on Sunday, June 7, 2020 from 11:30 a.m. to 3:00 p.m.

Councilwoman Johnson made a motion, seconded by Councilman Mecca, to waive City Code Chapter 144 (8)(d) and (g) regarding food trucks and approve the request by the Rye Free Reading Room to have three food trucks at the Annual Vehicle Fair on Sunday, June 7, 2020 from 11:30 a.m. to 3:00 p.m.

ROLL CALL
AYES: Mayor Cohn, Councilmembers Goddard, Johnson, Mecca, Souza, Stacks, Tarlow
NAYS: None
ABSENT: None

16. Resolution to grant permission to the Rye Free Reading Room to use the Village Green for their book sale to be held on Sunday, April 26, 2020 from 8:00 am to 6:00 pm.

Councilwoman Johnson made a motion, seconded by Councilman Mecca, to approve the following resolution:

RESOLVED, that the City Council grant permission to the Rye Free Reading Room to use the Village Green for their book sale to be held on Sunday, April 26, 2020 from 8:00 am to 6:00 pm.

17. Appointments to Boards and Commissions by the Mayor with Council approval.

Mayor Cohn made the following appointments and reappointments to the Boards, Commissions and Committees, which the Council approved:

Cable and Communications Committee
Paula Fung for a one-year term, expiring December 31, 2020
Denise Denson for a two-year term, expiring December 31, 2021
Chase Haynes Finley for a three-year term, expiring December 31, 2022
(No committee chair appointed at this time, as more appointees are expected)

Flood Advisory Committee
Sebastian Gutierrez for a three-year term, expiring December 31, 2022
Bernard Altoff, retroactively appointed for a three-year term, expiring December 31, 2021
Robert Gay, appointed for a three-year term, expiring December 31, 2022
Robert van der Wateren appointed for a three-year term, expiring December 31, 2022
(Bernard Altoff will be chair)

Finance Committee
John Hunt, appointed for a three-year term, expiring December 31, 2022

Senior Advocacy Committee
Vivian Linder, reappointed for a three-year term, expiring December 31, 2022
Michele Thomas, reappointed for a three-year term, expiring December 31, 2022
(Nancy Haneman remains chair)

Traffic and Pedestrian Safety
Molly Scioli, appointed for a three year term, expiring December 31, 2022
James Burke, reappointed for a three-year term, expiring December 31, 2022
Nicholas Loddo, reappointed for a three-year term, expiring December 31, 2022
Suki Van Dijk, reappointed for a three-year term, expiring December 31, 2022
(Brian Dempsey and Kelsey Johnson remain co-chairs)

All were in favor.

18. Old Business/New Business.

There was nothing discussed under this agenda item.

19. Adjournment.

There being no further business to discuss, Councilwoman Souza made a motion, seconded by Councilwoman Goddard and unanimously carried, to adjourn the meeting at 9:03 P.M.

Respectfully submitted,

Carolyn D'Andrea
City Clerk

CITY COUNCIL AGENDA

DEPT.: Finance DATE: January 30, 2019

CONTACT: Joseph Fazzino, Deputy City Comptroller

AGENDA ITEM: Authorize payment of the balance of the 2018/2019 Rye Neck Union Free School District taxes collected by the City to the School District.

FOR THE MEETING OF:
February 6, 2019

RYE CITY CODE,
CHAPTER 22.9
SECTION

RECOMMENDATION: That the Mayor and the City Council authorize payment of the 12/31/19 balance of $280,643.59 on 2/28/2020.

IMPACT: ☐ Environmental ☒ Fiscal ☐ Neighborhood ☐ Other:

BACKGROUND:

The balance of unpaid Rye Neck U.F.S.D. taxes on property within the City of Rye is $280,643.59 at 12/31/19. This balance represents 2.31% of the total tax levied, $12,167,775.35, on September 1, 2019. Arrears notices will be mailed in conjunction with the 2020 City tax bills, and again during March 2020, May 2020 and June 2020 to try to collect these balances prior to the filing of the list of delinquent taxes with the County scheduled for July 1, 2020.

In accordance with Section 22.9 of the City Charter, it is requested that the City Council authorize the City Comptroller to pay the Treasurer of the Rye Neck UFSD the amount due at December 31, 2019.

CITY COUNCIL AGENDA

DEPT.: City Manager DATE: February 5, 2020

CONTACT: Greg Usry, Interim City Manager

AGENDA ITEM: Authorization for City Manager to retroactively enter into an Inter-municipal Agreement with Westchester County for the providing a Positive Youth Development Program.

FOR THE MEETING OF:
February 5, 2020

RYE CITY CODE,
CHAPTER
SECTION

RECOMMENDATION: That the Mayor and Council authorize the City Manager to enter into the agreement.

IMPACT: ☐ Environmental ☐ Fiscal ☐ Neighborhood ☒ Other:

BACKGROUND:

In an effort to encourage Municipalities to provide Positive Youth Development Programs, the County shall remiburse the City of Rye in an amount not to exceed $3,159 to provide Youth Council Programs as described in the attached agreement.

The Agreement is for a one-year period commencing January 1, 2019 through December 31, 2019.

See attached documentation.

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT, made the ____ day of _____, 20_____ by and between

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601, (hereinafter referred to as the "County"),

and

CITY OF RYE a municipal corporation of the State of New York, having an office and place of business at **1051 Boston Post Road, Rye, New York 10580** (hereinafter referred to as the "Municipality").

WHEREAS, the County desires that the Municipality provide a Positive Youth Development Program; and

WHEREAS, the Municipality is willing to provide such a Positive Youth Development Program, upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises and the covenants and agreements herein contained, the parties hereto agree as follows:

FIRST: The County shall reimburse the Municipality an amount not to exceed **$3,159.00** Dollars, payable quarterly, which the Municipality shall use to provide the **Youth Council Program** as more particularly described in Schedule "A" and as budgeted in Schedule "B," both of which are attached hereto and made a part hereof, payable upon full contract execution and approval of the same by the Office of the Westchester County Attorney.

Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Municipality for out of pocket expenses or disbursements made in connection with the services rendered or the work to be performed hereunder.

The Municipality shall provide the County with a report to be submitted within thirty (30) days of the expiration of this Agreement which shall set forth in detail the services performed under the Agreement, the activities, progress and accomplishments under the Agreement, the amount of funds expended for each task performed and the extent and manner in which the goals, objectives and standards established for the Agreement have been met by the Municipality. The above report shall be certified by an officer or director of the Municipality.

The County shall have the right, at its option and at its sole cost and expense, to audit such books and records of the Municipality as are reasonably pertinent to this Agreement to substantiate the basis for payment. The County may withhold payment of funds hereunder for cause found in the course of an audit or because of failure of the Municipality to cooperate with an audit. The County shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one (1) year following termination of this Agreement, and to perform random audits during the term of this Agreement. In the event an audit performed by the County reflects overpayment by the County or that monies were not fully expended or that monies were improperly expended, then the Municipality shall reimburse to the County the cost of such audit (if the audit was done by the County or on the County's behalf) and the amount of such overpayment, underpayment or improper payment, within thirty (30) days of notice from the County.

The Municipality further agrees to permit designated employees or agents of the County reasonable on-site inspection of the work being performed by the Consultant under this Agreement, its books, accounts, financial audits and records and agrees to keep records necessary to disclose fully the receipt and disposition of funds received under this agreement. Unless the County shall, in writing, advise the Municipality to the contrary, the Municipality shall retain all financial records related to this Agreement for a period of ten years after the expiration or termination of this Agreement.

In no event shall final payment be made to the Municipality prior to completion of all services, the submission of reports and the approval of same by the County Executive or his duly authorized designee.

SECOND: The Municipality agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "C," entitled "Standard Insurance Provisions," which is attached hereto and made a part hereof. In addition to, and not in limitation of the insurance provisions contained in Schedule "C," the Municipality agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the County, the Municipality shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Municipality or third parties under the direction or control of the Municipality; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

(c) In the event the Municipality does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Municipality shall reimburse the County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

THIRD: The term of this Agreement will commence January 1, 2019 and terminate December 31, 2019 unless terminated earlier as provided herein.

FOURTH: (a) The County reserves the right to cancel this Agreement on Thirty (30) days prior written notice to the Municipality when it deems it to be in its best interests to do so. In such event, the Municipality shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination at the rates specified in Schedule "B".

In the event of a dispute as to the value of the services rendered by the Municipality prior to the date of termination, it is understood and agreed that the County shall determine the value of such services rendered by the Municipality. Such reasonable and good faith determination shall be accepted by the Municipality as final.

(b) In the event the County determines that there has been a material breach by the Municipality of any of the terms of the Agreement and such breach remains uncured for ten (10) days after service on the Municipality of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the services provided for in this Agreement, or contract for their completion, and any additional expense or cost of such completion shall be charged to and paid by the Municipality. Notice hereunder shall be effective on the date of receipt.

FIFTH: The Agreement shall not be enforceable unless signed by the parties and approved by the Office of the County Attorney.

SIXTH: The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Board of Legislators pursuant to the Laws of Westchester County. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by its Board of Legislators during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice.

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice.

SEVENTH: All notices given pursuant to this agreement shall be in writing and effective on mailing. All notices shall be sent by registered or certified mail, return receipt requested and mailed to the following addresses:

To the County: Executive Director – Youth Bureau
112 E. Post Road, 3rd floor
White Plains, New York 10601

with a copy to: County Attorney
Michaelian Office Building, Room 600
148 Martine Avenue
White Plains, New York 10601

to the Municipality: City of Rye
1051 Boston Post Road
Rye, New York 10580

or to such other addresses as may be specified by the parties hereto in writing.

EIGHTH: This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, comments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

NINTH: This Agreement is entered into solely between, and may be enforced only by, the County and the Municipality and shall not be deemed to create any rights in third parties, or to create any obligations of a party to any such third parties.

TENTH: The Municipality shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the County. The Municipality shall not subcontract any part of the Work without the express written consent of the County, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of Work under this Agreement without the prior express written consent of the County is void. All subcontracts that have received such prior written consent shall provide that subcontractors are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by the Municipality that for the purposes of this Agreement, all Work performed by a County-approved subcontractor shall be deemed Work performed by the Municipality and the Municipality shall insure that such subcontracted work is subject to the material terms and conditions of this Agreement. All subcontracts for the Work shall expressly reference the subcontractor's duty to comply with the material terms and conditions of this Agreement and shall attach a copy of the County's contract with the Municipality. The Municipality shall obtain a written acknowledgement from the owner and/or chief executive of subcontractor or his/her duly authorized representative that the subcontractor has received a copy of the County's contract, read it and is familiar with the material terms and conditions thereof. The Municipality shall include provisions in its subcontracts designed to ensure that the Municipality and/or

its auditor has the right to examine all relevant books, records, documents or electronic data of the subcontractor necessary to review the subcontractor's compliance with the material terms and conditions of this Agreement.

ELEVENTH: The Contractor expressly agrees that neither it nor any contractor, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethniMunicipality, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Agreement, as those terms may be defined in Chapter 700 of the Laws of Westchester County. The Contractor acknowledges and understands that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

IN WITNESS WHEREOF, the County and the Municipality have caused this Agreement to be executed:

COUNTY OF WESTCHESTER

By: _____
Kenneth W. Jenkins
Acting County Executive

THE MUNICIPALITY

By: _____
(Name and Title)

Approved by the Westchester County Board of Legislators of the County of Westchester by Act No. 2019- 192

Approved as to form and manner of execution:

_____
Assistant County Attorney
The County of Westchester

MUNICIPAL ACKNOWLEDGMENT
(Municipal Corporation)

STATE OF NEW YORK)
) ss.:
COUNTY OF WESTCHESTER)

On this _____ day of _____, 20__, before me personally came _____ to me known, and known to me to be the _____ of _____, the corporation described in and which executed the within instrument, who being by me duly sworn did depose and say that he/she, the said _____ resides at _____ and that he/she is _____
of said corporation and knows the corporate seal of the said corporation; that the seal affixed to the within instrument is such corporate seal and that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his name thereto by like order.

_____
Notary Public

CERTIFICATE OF AUTHORITY
(Municipality)

I, _____, certify that I am the
(Officer other than officer signing contract)

_____ of the _____
(Title) *(Name of Municipality)*

(the "Municipality") a corporation duly organized in good standing under the _____

_____
(*Law under which organized, e.g., the New York Village Law, Town Law, General Municipal Law*)

named in the foregoing agreement that _____
(*Person executing agreement*)

who signed said agreement on behalf of the Municipality was, at the time of execution

_____ of the Municipality,
(Title of such person),

that said agreement was duly signed for on behalf of said Municipality by authority of its

_____ thereunto duly authorized,
(*Town Board, Village Board, City Council*)

and that such authority is in full force and effect at the date hereof.

_____
(Signature)

STATE OF NEW YORK)
) ss.:
COUNTY OF WESTCHESTER)

On this ___ day of _____, 20___, before me personally came _____ _____ whose signature appears above, to me known, and know to be the _____ of _____,
(*Title*)
the municipal corporation described in and which executed the above certificate, who being by me duly sworn did depose and say that he, the said _____ resides at _____, and that he/she is the _____ of said municipal corporation.
(*Title*)

_____
Notary Public County

A

WESTCHESTER COUNTY YOUTH BUREAU
AGENCY - PROGRAM PROFILE

PROGRAM TITLE: Youth Advocacy

PROJECTED TOTAL PROGRAM ENROLLMENT 1,233	
PROGRAM SUMMARY: The Rye Youth Council (RYC) supports and promotes the social and emotional health and mental well-being of children, teens and young adults in our community. We do this by engaging, educating, and empowering youth through interactive workshops, experiential service learning, and classroom lessons in partnership with families, schools and community. Founded in 1963, RYC has been providing social/emotional learning programs, leadership development and service learning opportunities that are integrated into the public schools. These programs balance the academic challenges and peer pressures facing today's youth. RYC strive to equip all young people with essential life skills and competencies including: responsibility,	

PROGRAM SITES- Most significant (3 Maximum)

Type	Address (Street, City, State, Zip)	Assembly District #	NYS Senate District #	Local Planning Board	City Council District
Main office	21 Locust Ave, Rye, NY 10580	091	37	Rye	Rye
school	Rye City School District,	091	37	Rye	Rye
Retirement	The Osborn, 101 Theall Road, Rye, NY 10580	091	37	Rye	Rye

Use whole numbers when entering information for Gender, Ethnicity, Age, Target Population, NOT percentages.

GENDER OF PROGRAM PARTICIPANTS (enter number of participants per gender)	# Male **641**	# Female **592**

ETHNICITY (Enter number of participants per ethnic group)

White 1011	Black or African American 12	Two or more races 25	Hispanic or Latino 86
American Indian or Alaskan Native 0	Asian 99	Native Hawaiian or other Pacific Islander 0	

IS TARGET POPULATION SERVING DISCONNECTED YOUTH? (check no or yes)					No x☐	Yes ☐
Ages: (enter # of participants in population described)	0-6 0	7-9 531	10-13 266	14-17 366	18-20 60	21+ 10
If "Yes," indicate number of youth:	Youth aging out of foster care:		Children of incarcerated parents:			
Youth in the juvenile justice system who re-enter the community		Runaway and homeless youth				

PLEASE DESCRIBE HOW THE PROGRAM FOR WHICH YOU ARE APPLYING FOR FUNDING, ADDRESSES EACH OF THE FOLLOWING **8 FEATURES OF POSITIVE YOUTH DEVELOPMENT SETTINGS**:

(These eight features of effective youth development settings serve as quality standards for youth programs)

1. Physical & Psychological Safety: Safe and health-promoting facilities; practices that increase safe peer group interaction and decrease unsafe or confrontational peer interactions.

RYC programs occur in school and public settings that meet NY State safety and health requirements and are facilitated by trained counselors. Programs encourage experiential learning and foster positive and respectful peer group interaction. The elementary school youth educator teaches a 13-lesson classroom-based social and emotional learning curriculum that educates youth on topics including conflict resolution, violence reduction, bullying, healthy decision making and relationships. RYC provides mediation services where the youth educator works directly with youth and classes in conflict to resolve

2. Appropriate Structure: Limit setting; clear and consistent rules and expectations; firm enough control; continuity and predictability; clear boundaries; age appropriate monitoring.

RYC program staff and advisors are trained youth educators, mental health and counseling professionals whose expertise focuses on youth population grades K-college. RYC understand the developmental needs of each age group and the importance of setting clear boundaries, rules and controls. Each program is designed age appropriately, with relevant rules, expectations, and monitoring built into its foundation. While RYC staff establish themselves as trusted and understanding adults, their authority and consistency is clear to all who interact with them

3. Supportive Relationship: Warmth; closeness; connectedness; good communication; caring; support; guidance; secure attachment; responsiveness.

RYC programs foster social emotional learning and character development in stimulating and secure environments. The programs create experiential learning opportunities for youth to gain an understanding of the world around them through intergenerational, intercommunity, extracurricular and peer to peer programming. Program staff are passionate about developing caring and supportive relationships with participants. They are sought after by school administration, teachers, parents and students themselves to provide guidance and to offer support around social/emotional issues and concerns, and are viewed as

4. Opportunities to Belong: Opportunities for meaningful inclusion, regardless of one's gender; ethnicity; sexual orientation, or disabilities; social inclusion; social engagement, and integration; opportunities for socio-cultural identity formation; support for cultural and bicultural competence.

Whether it's developing a long-term friendship with senior citizens in a retirement home, have kids teach parents about the use of social media and online apps, making hats for low income children, or serving on panels to increase the social and emotional transition to new settings, Rye Youth Council programs create learning environments where all youth are accepted, participate and feel accomplished. RYC creates service and educational opportunities for all ages that teach awareness, acceptance and the importance of socio-cultural differences. Programs bring groups of people together who then emerge with

5. Positive Social Norms: Rules of behavior; expectations; injunctions; ways of doing things; values and morals; obligations for service.

Many RYC programs are experiential learning opportunities, where youth absorb the impact of positive social behavior and interactions firsthand. Clear expectations are set around social interactions and engagement in RYC activities. Through their own actions and words, RYC staff model positive behavior, communication, values and morals. Discussions and positive role modeling occur while youth are actively engaged in programs, creating a deeper understanding and awareness not found through passive learning. Because youth develop a meaningful connection to their peers and adults with whom they

6. Support for Efficacy & Mattering: Youth-based; empowerment practices that support autonomy; making a real difference in one's community, and being taken seriously. Practices that include enabling, responsibility granting, and meaningful challenge. Practices that focus on improvement rather than on relative current performance levels.

RYC develops programs that foster independence, self-awareness, social responsibility and character development. For elementary school aged children, the in-classroom social and emotional learning curriculum provides children with the tools to understand how to resolve their own conflicts, make safe and healthy decisions, and gain awareness of the impact of their actions and words on others, especially peers. For older youth, RYC programs place them in environments where they interact with people of all ages – younger kids, peers and senior citizens. Participants engage in decision making, take on

7. Opportunities for Skill Building: Opportunities to learn physical, intellectual, psychological, emotional, and social skills; exposure to intentional learning experiences, opportunities to learn cultural literacy, communication skills and good habits of mind; preparation for adult employment, and opportunities to develop social and cultural capital.

RYC programs offer the following core benefits:
Enhance social and workplace skills: promote communication skills, increase self-esteem, instill a sense of personal and societal identity, encourage teamwork and positive work ethic
Decrease negative behavior
Increase Stability: gain positive role models with whom they interact on a regular basis, as well as positive relationships to civic attitudes

8. Integration of Family, School, & Community Efforts: Concordance; coordination and synergy among family, school, and community.

The Rye Youth Council (RYC) supports and promotes the social and emotional health and mental well-being of children, teens and young adults in our community. We do this by engaging, educating, and empowering youth through interactive workshops, experiential service learning, and classroom lessons in partnership with families, schools and community. RYC programs and services are based within and outside of the schools, and are offered throughout the day, afternoon and evening. RYC actively participates and often takes a leadership role in key community efforts – the organization is on the steering committee and in the lead Youth Services

Monitoring and Evaluation Methods

9. Monitoring Methods: Monitoring is defined as a systematic review of a funded program based upon the requirements of a contract, rules, regulations, policies, and/or State and Local Laws. It identifies the degree to which a program or operation accomplishes the activities specified in a contract/ application, and how it complies with requirements. Describe your process to be used to monitor on a regular basis. Include who will be responsible, frequency, and documentation of monitoring activities.

RYC staff develops a Program Guide for each of its programs and services, with key information such as Program History, Objective, Target Audience/Participation, Delivery, Key Stakeholders, Main Benefits, Key Impact/Outcomes, and Success Measures. For each program offered, the RYC staff leading the program captures following data:
Date, Time, Duration of Program
Attendance - with breakdown by youth, parent, school faculty/administration
Session/Program Goal
Outcomes

Notes/Topics/Issues
RYC Executive Director is responsible for ensuring compliance of the reports and ensuring that all funding contracts meet specified policies and regulations.

10. Evaluation Methods: Evaluation methods are the process to determine the value or amount of success in achieving a pre-determined program or operational goal. Evaluations can identify program strengths and weaknesses in order to improve the program. Evaluations can verify if the program is really running as originally planned. Describe the process to be used to evaluate the attainment of the objectives. Include what will be measured, who will conduct the evaluation, when it will be conducted, and how the results will be used.

RYC will perform program evaluations at the end of each program or the school year (end of June), whichever is more appropriate. Evaluations will include a written summary by program directors/youth educator summarizing all activities, including data captured in the program reports. A full review of each program and service will take place between Executive Director and Program Directors/Educator, with support by relevant Board Committees. Full reviews will include documentation of the Strengths, Weaknesses, Opportunities and Successes of each program, as outlined in the Program Guides. Results will be used to improve program outcomes as well as determine program viability.

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES
INDIVIDUAL PROGRAM APPLICATION
Program Summary-Program Components

IMPLEMENTING AGENCY	Rye Youth Council
PROGRAM TITLE:	Youth Advocacy – Social Emotional Development

LIFE AREA: *(Enter Code)*	4CVC			**GOAL:** *(Enter Code)*	41
OBJECTIVE: *(Enter Code)*	411	**SOS:** *(Enter Code)*	0420	**Performance Measures:** *(Enter Code)* **How much:** **How well:** **Better off:**	0420A.1 0420B.2 0420C.2

Use whole numbers when entering information for Gender, Ethnicity, Ages, and Target Population areas, NOT percentages.

GENDER OF PROGRAM PARTICIPANTS: *(Enter number participants per gender)*				**MALE**	641	**FEMALE** 592
ETHNICITY: (Enter number of participants per ethnic group)	WHITE	1011	BLACK OR AFRICAN AMERICAN	12	HISPANIC OR LATINO	86
	AMERICAN INDIAN OR ALASKAN NATIVE			____	ASIAN	99
	NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER			____	TWO OR MORE RACES	25

AGES	0-4 ____	5-9 731	10-14 266	15-17 366	18-20 60	21+ 10

IS TARGET POPULATION SERVING DISCONNECTED YOUTH: No ☒ Yes ☐
(Enter number of participants per population described)

IF "YES", Youth aging out of foster care ____ Children of incarcerated parents ____
Youth in the juvenile justice system who re-enter the community ____ Runaway and Homeless Youth ____

WESTCHESTER COUNTY YOUTH BUREAU

PROGRAM BUDGET

SCHEDULE B

For the Period of Operation: 1/1/2019 - 12/31/2019	Contract #: 914-967-3838
Agency/Municipality Name: Rye Youth Council	Program Title: Youth Advocacy

1. PERSONAL SERVICES

Position Title	Rate of Pay	Basis (H,W,BW, SM)	Total Program Amount	Total Funds Requested for this Program
Youth Educator	33,000.00		3,159	
		TOTAL SALARIES AND WAGES	3,159	
		TOTAL FRINGE BENEFITS		
		TOTAL PERSONNEL SERVICES (1)	$ 3,159	

2. CONTRACTED SERVICES AND STIPENDS

Type of Service or Consultant Title	Rate of Pay	Base (S,M,HR)	Total Program Amount	
		TOTAL CONTRACTED SERVICES AND STIPENDS (2)	$ -	

3. MAINTENANCE & OPERATION

Complete Attachment "E"	Total Program Amount	
TOTAL MAINTENANCE AND OPERATION (3)		

TOTAL PROGRAM AMOUNT	$ 3,159	
TOTAL WCYB FUNDS REQUESTED		$ 3,159

List Other Funding Sources	$ 3,159	Reimbursable Total
	$ 48,000	Municipal Funding
	$ 20,000	Rye City School District

Approved: BD

SCHEDULE "C"
STANDARD INSURANCE PROVISIONS
(Municipality)

1. Prior to commencing work, and throughout the term of the Agreement, the Municipality shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. Municipality shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Municipality and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. Upon failure of the Municipality to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the Municipality to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality concerning indemnification.

All property losses shall be made payable to the "County of Westchester" and adjusted with the appropriate County personnel.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of Municipality's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Municipality until such time as the Municipality shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Municipality maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the Municipality. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2 The Municipality shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: http://www.wcb.ny.gov.

If the employer is self-insured for Workers' Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

b) Commercial General Liability Insurance with a combined single limit of $1,000,000 (c.s.1) per occurrence and a $2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:

i. Premises - Operations.
ii. Broad Form Contractual.
iii. Independent Contractor and Sub-Contractor.
iv. Products and Completed Operations.

c) Commercial Umbrella/Excess Insurance: $2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County of Westchester for both on-going and completed operations.

d) Automobile Liability Insurance with a minimum limit of liability per occurrence of $1,000,000 for bodily injury and a minimum limit of $100,000 per occurrence for property damage or a combined single limit of $1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "County of Westchester" as additional insured:

(i) Owned automobiles.
(ii) Hired automobiles.
(iii) Non-owned automobiles.

3. All policies of the Municipality shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County is named as an insured, shall not apply to the County.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Municipality.

CITY COUNCIL AGENDA

DEPT.: City Council DATE: February 5, 2020

CONTACT: Mayor Josh Cohn

ACTION: Approve appointments to the Boat Basin Commission for the terms as outlined below.

FOR THE MEETING OF:
February 5, 2020
RYE CITY CODE,
CHAPTER
SECTION

RECOMMENDATION: That the Council approve the new appointments.

IMPACT: ☐ Environmental ☐ Fiscal ☐ Neighborhood ☒ Other:

BACKGROUND:

Commission Members	Expiration Date
Joe Pecora	12-31-21
Brendan Doyle	12-31-22
Matthew Malouin	12-31-22
Stephen Monaldo	12-31-22
Christian Magliano	12-31-22

CITY OF RYE
Boat Basin

Memorandum

To: Rye City Council

From: George Hogben

Date: January 24, 2020

Subject: **Commission Elections**

The Boat Basin Commission elections were held in October 2019 to fill terms expiring on December 31, 2019. The Boat Basin membership elected the following residents: Joe Pecora, Brendan Doyle, Matthew Malouin, Christian Magliano. Only Joe Pecora's term will expire on December 31,2021 because his previous term had actually expired in 2018. The other 3 newly elected resident members will serve until December 31, 2022. One non-resident was also elected, Stephen Monaldo. His term will run through 2022, as well.

We ask the Council to approve these elections, the results of which were verified by Simply Voting, Inc.

Thank you for your consideration.

George Hogben

CITY COUNCIL AGENDA

DEPT.: Finance DATE: February 5, 2020

CONTACT: Joe Fazzino, Comptroller

AGENDA ITEM: Resolution to transfer $170,872.15 from the 2019 General Fund Contingency account to Legal Services account to cover expenses incurred in 2019. There is currently $245,000 available in the Contingency Fund.

FOR THE MEETING OF:
February 5, 2020

RECOMMENDATION: That the Council approve the fund transfer.

IMPACT: ☐ Environmental ☒ Fiscal ☐ Neighborhood ☐ Other:

BACKGROUND: This transfer will to cover the cost of legal expenses incurred in 2019.

CITY COUNCIL AGENDA

DEPT.: City Manager DATE: February 5, 2020

CONTACT: Greg Usry, Interim City Manager

AGENDA ITEM: Consideration of a request from the Friends of Rye Nature Center (FRNC) to use the Village Green on April 19th from 11:00 a.m. to 4:00 p.m. (includes set-up and clean-up) for the first ever Rye Community Earth Day Awareness Celebration.

FOR THE MEETING OF:
February 5, 2020
RYE CITY CODE,
CHAPTER
SECTION

RECOMMENDATION: That the Council approve this request.

IMPACT: ☐ Environmental ☐ Fiscal ☒ Neighborhood ☐ Other:

BACKGROUND:

FRNC and numerous other Rye non-profits request the City's permission to use the Village Green on April 19th from 11:00 a.m. to 4:00 p.m. for this special event. 2020 marks the 50th Anniversary of Earth Day. As its name implies, this celebration would be both an awareness raising opportunity about the ways residents can live a more sustainable lifestyle as well as a family fun opportunity. All participating organizations will provide either educational materials (for example, the food scrap program, native plants for our area, Rye's tree program), a fun educational activity (e.g. bulb planting), and/or a demonstration (FRNC would like to hire someone to showcase our local birds of prey).

All participating organizations will bring their own supplies (tables/chairs/craft/activity) and the theme of the event is to produce zero waste.

From: Christine Siller <christinesiller@ryenaturecenter.org>
Date: January 28, 2020 at 5:57:46 PM EST
To: "Usry, Greg G." <gusry@ryeny.gov>
Cc: "sdlsandler@yahoo.com" <sdlsandler@yahoo.com>
Subject: Request to the City of Rye to Use Town Green

Dear Greg,

Today I am writing to ask the City of Rye to support the first ever Rye Community Earth Day Awareness Celebration. FRNC and several of Rye's other non-profits (all listed below) respectfully request the City's permission to use the town green on April 19th from noon to 3:00 p.m. for this special event. As you may know, 2020 marks the 50th Anniversary of Earth Day so we all want to do something special for our community. As its name implies, this celebration would be both an awareness raising opportunity about the ways residents can live a more

All participating organizations will bring there own supplies (tables/chairs/craft/activity) and the theme of the event is to produce zero waste. We would be certain to leave the green in great condition after our use. As lead organizer, FRNC will gather all necessary insurance certificates.

Please let me know your thoughts and what the next steps would be if this sounds agreeable to you. Thank you so much for your consideration.

Warm Regards,
Christine

Rye Community Earth Day Awareness Celebration Participant List - As of 1/28/2020

Bird Homestead
Conservation Commission Advisory Council
Westchester Children's Museum
Disbrow Park
Marshlands Conservancy
Edith Read
Rye Historical Society
Rye Arts Center
Rye Free Reading Room
Rye Nature Center
Rye Sustainability Committee
Rye Arts Center
Rye Free Reading Room
Rye Nature Center
Rye Sustainability Committee
Rye Garden Club
Rye Lions Club
Rye Youth Council
Rye YMCA

CITY COUNCIL AGENDA

DEPT.: Rye Camber of Commerce DATE: February 5, 2020

CONTACT: Tony Coash, Co-President

AGENDA ITEM: Consideration of a request by the Rye Chamber of Commerce for the use of the southern end of the City's Car Park #2 on Sundays from May 10, 2020 through December 6, 2020 from 6:30 a.m. to 3:30 p.m. for the Rye Farmers Market. Market hours are from 8:30 a.m. to 2:00 p.m.

FOR THE MEETING OF:

February 5, 2020

RYE CITY CODE,

CHAPTER

SECTION

RECOMMENDATION: That the Council consider approving the request.

IMPACT: ☐ Environmental ☐ Fiscal ☒ Neighborhood ☐ Other:

BACKGROUND:

The Merchants Association requests the use of the southern end of Car Park #2 on Sundays from May 10, 2020 through December 6, 2020 from 6:30 a.m. to 3:30 p.m. for the Rye Farmers Market. Market hours are from 8:30 a.m. to 2:00 p.m. The City Council is asked to approve the request.

See attached agreement.

Exhibit A

Operating Plan for the Down to Earth Rye Farmers Market in Rye, NY

The The Rye Chamber of Commerce, (the Sponsor") agrees to sponsor Zeltsman Associates, Inc, dba Down to Earth Market ("Down to Earth") to operate a seasonal outdoor farmers market ("the Market") on the location identified below according to the operating plan set forth in this document.

Farmers Markets serve an important purpose by providing a community with access to farm products that are locally grown and truly fresh while creating a place for friends and neighbors to meet. Additionally, farmer's markets stimulate shopping at nearby stores by providing an attraction to people from outside the immediate community. The goals of this farmer's market are:

- To give Rye area residents and visitors a place where they can purchase fresh farm products from local farms and the opportunity to interact with the people who grow, raise or make the food.
- To create a relaxed and friendly setting where people can meet their neighbors in a traditional open-air market setting.

Successful farmer's markets are a partnership between the market developer and the community. Each organization has its role and responsibilities and these are outlined below:

General Conditions

Season:	May 10, 2020 - December 6, 2020
Days & hours:	Sundays, 6:30 am - 3:30 pm inclusive of set-up and break down time. Market is open to the public 8:30am-2pm
Market location:	The City of Rye (the "City") will make available Parking Lot 2 on Theodore Fremd Ave., behind the Purchase Street stores for the farmers market (see Exhibit B, Site Plan)
Traffic control:	Temporary barricades will be set up on market day to keep vehicles from entering the market area in the central section of the parking lot.
Storage & bathroom:	The City will permit Down to Earth to place a portable toilet unit and two storage sheds to hold market equipment, tents, signs, etc. for the length of the market season. Both will be locked and secured to be used by Down to Earth Markets personnel and vendors only.

Down to Earth Responsibilities

Market management & administration:	Down to Earth will operate the Market according to the General Policies and Rules it has established to guide the Market's operations. Down to Earth will hire a manager to be their agent at the Market site during operating hours to make sure the General Policies and Rules are followed and the market site is kept clean and orderly.
Vendor Selection:	Down to Earth will determine the vendor mix and target number of vendors to be recruited for the Market. We seek to recruit sixteen to twenty-two vendors for this market. While a reasonable effort will be made to incorporate the wishes of the community, Down to Earth reserves the exclusive right to determine the vendor mix according to its best judgment and to decide how many and which vendors to invite into the Market.

Market activity planning:	Each market season, Down to Earth will work with the Chamber of Commerce and the community to create a plan for special events and activities to be held at the market. Sponsor and community input on farmers market planning is welcome, but final decisions regarding market activities and events will be made by Down to Earth.
Vending fees:	Down to Earth will, at its sole discretion, establish vending fees that it charges the market vendors. These fees will be retained by Down to Earth as compensation for running the Market.
Insurance:	Down to Earth will maintain a general business liability insurance policy naming the The Rye Chamber of Commerce and the City of Rye as an additional insured. The policy limits will be $1,000,000 per incident, $2,000,000 aggregate and will be in effect for the market season. Down to Earth will assure that all vendors selling in the Market maintain general and product liability insurance policies naming Down to Earth and The Rye Chamber of Commerce and the City of Rye as additional insured. These policies will be $1,000,000 per incident, $2,000,000 aggregate and will be in effect for the market season.
Vendor permitting:	Market vendors will be responsible for securing any licenses or permits required by county, state or federal laws and complying with all health and safety regulations governing their products.
Promotion & advertising:	Down to Earth will develop and implement a promotion plan that incorporates the variety of media, signage and approaches that they consider best for this market. Down to Earth will be responsible for designing and producing all printed materials, advertisements, banners and signs promoting the Market. All materials will bear the logo, tag lines and color schemes of the Down to Earth brand identity.
Clean-up & sanitation:	At the end of each market day vendors will leave their areas broom clean and remove their own rubbish. The market manager will make sure the entire site is left as found. Down to Earth will, at its cost, provide a portable toilet and hand washing unit for vendors to use during market hours. The unit will be emptied and cleaned weekly.

Rye Chamber of Commerce and City of Rye Responsibilities

Site conditions & maintenance:	The City will retain all responsibility for maintaining generally safe conditions of the market site such as patching broken pavement that could cause shoppers to fall. The City will provide one trash receptacle for use by the shoppers and empty it after the market closes.
Traffic control:	The City will enforce parking restrictions to keep the Market Area free from vehicles on Sunday mornings during the market season.
Signage:	The City will permit Down to Earth to set out temorary signs at the entrance to the Market Site and one A-Frame sign on Purchase Ave and Boston Post Rd. for the duration of each market day.

The City will hang four pole banners, provided by Down to Earth, near the Market Site, at no cost to Down to Earth.

Promotion: The Sponsor will include information about the Market in the publications, websites, and event listings that it maintains as an information service for its residents and constituents.

The Sponsor will seek permission for Down to Earth to hang posters on community bulletin boards and distribute brochures as appropriate in municipal owned buildings.

For Zeltsman Associates, Inc.
dba Down to Earth Market

By _____

Print Dacotah Rousseau

Date 1-14-2020

For Rye Chamber of Commerce

By _____

Print Tony Consy

Date 1/14/2020

ZELTS-1 OP ID: DT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Lawrence A Quilty dba
Quilty Dwyer & Larkin Ins Agcy
42 Main Street, P.O. Box 3325
Kingston, NY 12402
John H. Dwyer Jr.

Phone: 845-331-4761
Fax: 845-331-2554

CONTACT NAME: John H Dwyer Jr
PHONE (A/C, No, Ext): 845-331-4761 FAX (A/C, No): 845-331-2554
E-MAIL ADDRESS: jhdwyer@qdlinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Kinsale Insurance Company	38920
INSURER B : Scottsdale Insurance Company	41297
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Zeltsman Assoc Inc.
dba Community Markets;
Down To Earth Markets
173 Main Street 3rd Floor
Ossining, NY 10562

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		01000389452	05/30/2018	05/30/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ ---------- $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			CXS000897	05/30/2018	05/30/2019	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder is an Additional Insured with respect to the Rye Down to Earth Farmers Market located in Parking Lot 2, Theodore Fremd Ave, Rye, NY 10580.

CERTIFICATE HOLDER

RYECHAM

The Rye Chamber of Commerce
Attn: Margaret Rickets
PO Box 72
Rye, NY 10580

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John H. Dwyer

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ZELTS-1 OP ID: DT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/12/2018

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INSURER B : Scottsdale Insurance Company	41297
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Zeltsman Assoc Inc.
dba Community Markets;
Down To Earth Markets
173 Main Street 3rd Floor
Ossining, NY 10562

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		01000389452	05/30/2018	05/30/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ ---------- $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			CXS000897	05/30/2018	05/30/2019	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder is an Additional Insured with respect to the Rye Down to Earth Farmers Market located in Parking Lot 2, Theodore Fremd Ave, Rye, NY 10580.

CERTIFICATE HOLDER

CITYRYE

City of Rye
1051 Boston Post Road
Rye, NY 10580

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John H. Dwyer

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CITY COUNCIL AGENDA

DEPT.: City Manager's Office DATE: Februaruy 5, 2020

CONTACT: Greg Usry, Interim City Manager

AGENDA ITEM: Consideration of a request by Christ's Church for use of City streets on Sunday, June 7, 2020 and on Sunday, September 13, 2020 from 9:00 a.m. to 2:00 p.m. for their semi-annual picnics.

FOR THE MEETING OF:
February 5, 2020

RYE CITY CODE,
CHAPTER
SECTION

RECOMMENDATION: That the City Council approve the request from Christ's Church.

IMPACT: ☐ Environmental ☐ Fiscal ☒ Neighborhood ☐ Other:

BACKGROUND: Christ's Church is requesting use of City streets for their semi-annual picnics, asking that traffic be restricted on Rectory Street on 2 Sundays (1 in June and 1 in September). These are annual events.

See attached request from Charlotte Minor.

CITY OF RYE
1051 Boston Post Road, Rye, New York 10580
(914) 967-7371

BLOCK PARTY PERMIT APPLICATION

Name: Christ's Church Charlotte

Address: 2 Rectory St.

Phone: 967 1749 Fax: 967-0398 E-mail: cminor@ccrye.org

Sponsoring Organization (if any): _____

Street(s) requiring barricades: Milton Street + Rectory St.

Date of Event: June 7, 2020 Rain Date: N/A Time: 9 am - 2 pm

Barricades Requested (City to deliver/pick up) ✓ Yes ____ No

CONDITIONS FOR APPROVAL

- Applicant is responsible for placing and removing barricades. **Please note, streets may not be CLOSED. Barricades must be placed so that vehicles may get through in case of emergency. If barricades are required, please designate one location for the Department of Public Works (914-967-7464) to deliver and pick up the barricades**
  _____.
- No alcoholic beverages may be sold, served, or carried on the street.
- Applicant is responsible for maintaining and leaving the area in a safe and clean condition.

I certify that I have read and understand all of the conditions and procedures that are required in order to obtain a block party permit and I agree to comply with each of those conditions and procedures. I agree to indemnify and hold harmless the City of Rye and all City of Rye officers, employees, agents and representatives, from any claims (including costs of defending such claims) or damages that may arise from the occurrence of the block party or from related events. I understand that a block party permit does not authorize violation of city or state laws, except to the limited extent that it allows a street to be temporarily closed in conformity with permit conditions. I also understand that a block party permit does not excuse failure to comply with orders of law enforcement personnel, firefighters, other emergency workers or city officials, and that it does not provide immunity from civil claims of third parties that are based upon damages occurring at, or in conjunction with, block party events. I affirm under penalty of perjury that the statements and representations made in connection with this application are true and correct to the best of my knowledge.

Charlotte Minor — 1/23/2020
Applicant Signature — Date

Permit Approved No. _____ Permit Disapproved ____ Date: _____

_____ _____
City Official Signature — Date

cc: _____ City Manager _____ Police _____ Fire _____ DPW _____ Engineer

CITY OF RYE
1051 Boston Post Road, Rye, New York 10580
(914) 967-7371

BLOCK PARTY PERMIT APPLICATION

Name: Charlotte Minor

Address: 2 Rectory Street

Phone: 967-1749 Fax: 967-0398 E-mail: cminor@ccrye.org

Sponsoring Organization (if any): Christ's Church

Street(s) requiring barricades: Milton Street + Rectory St.

Date of Event: 9/13/20 Rain Date: N/ Time: 9am - 2pm

Barricades Requested (City to deliver/pick up) Y Yes ____ No

CONDITIONS FOR APPROVAL

- Applicant is responsible for placing and removing barricades. **Please note, streets may not be CLOSED. Barricades must be placed so that vehicles may get through in case of emergency. If barricades are required, please designate one location for the Department of Public Works (914-967-7464) to deliver and pick up the barricades**

  _____.
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- Applicant is responsible for maintaining and leaving the area in a safe and clean condition.

I certify that I have read and understand all of the conditions and procedures that are required in order to obtain a block party permit and I agree to comply with each of those conditions and procedures. I agree to indemnify and hold harmless the City of Rye and all City of Rye officers, employees, agents and representatives, from any claims (including costs of defending such claims) or damages that may arise from the occurrence of the block party or from related events. I understand that a block party permit does not authorize violation of city or state laws, except to the limited extent that it allows a street to be temporarily closed in conformity with permit conditions. I also understand that a block party permit does not excuse failure to comply with orders of law enforcement personnel, firefighters, other emergency workers or city officials, and that it does not provide immunity from civil claims of third parties that are based upon damages occurring at, or in conjunction with, block party events. I affirm under penalty of perjury that the statements and representations made in connection with this application are true and correct to the best of my knowledge.

Charlotte Minor — 1/23/2020
Applicant Signature — Date

Permit Approved No. _____ Permit Disapproved ____ Date: _____

_____ _____
City Official Signature — Date

cc: _____ City Manager _____ Police _____ Fire _____ DPW _____ Engineer

CITY COUNCIL AGENDA

DEPT.: City Manager DATE: February 5, 2020

CONTACT: Greg Usry, Interim City Manager

AGENDA ITEM: Consideration of a request by the Westchester County chapter of the National Alliance on Mental Illness (NAMI) to have a ribbon initiative in the Central Business District during the month of May 2020.

FOR THE MEETING OF:
February 5, 2020
RYE CITY CODE,
CHAPTER
SECTION

RECOMMENDATION: That the Council consider granting the request.

IMPACT: ☐ Environmental ☐ Fiscal ☐ Neighborhood ☒ Other:

BACKGROUND: Since 1949, May has been designated as mental Health Awareness Month. The National Alliance on Mental Illness (NAMI) will be holding a NAMI WESTCHESTER walk on Saturday, May 16, 2020 at Rye Town Park. To further raise awareness they will conduct a Mental Health Awareness ribbon initiative during the month of May 2020.

NAMI is requesting that the City of Rye again participate in the awareness ribbon campaign by tying ribbons on the trees in the Central Business District during the month of May 2020. NAMI will be responsible for the installation and removal of the ribbons. The City participated in the Awareness Ribbon Campaign in previous years (2013, 2014 and 2017, 2018, 2019).

From: Sharon McCarthy
To: Ruttenberg, Noga P.
Cc: Marie Considine
Subject: NAMI walk - approval needed from the City of Rye.
Date: Friday, January 24, 2020 11:17:13 AM

Yes, we would like to put up the Ribbons in the City and at the Rye Town Park. The ribbons would be up for the Month of May. The walk is on May 16 at 8:30 am.

The ribbons would be place in the City where you designate we can put them.

Let me know if you need any additional information.

Sharon McCarthy
Executive Director
100 Clearbook Road
Elmsford, NY 10523
Office: 914-592-5458
Cellphone: 914-598-3869
Office hours: 9 am to 2 pm

www.namiwestchester.org

From: Ruttenberg, Noga P. <nruttenberg@ryeny.gov>
Sent: Friday, January 24, 2020 11:10 AM
To: Marie Considine <mariec@namiwestchester.org>
Subject: NAMI walk - approval needed from the City of Rye.

Good morning!

I'm reaching out to see if the Westchester County chapter of the National Alliance on Mental Illness (NAMI) plans to have a ribbon initiative again in the Central Business District of Rye during the month of May 2020.
We would need to secure approval for the event at an upcoming City Council meeting. Please let me know and provide the details of the walk (time, date, etc.) as well as the ribbon campaign.

Thank you,
Noga Ruttenberg
Assistant to the City Manager
914-967-7404

CITY COUNCIL AGENDA

DEPT.: City Manager's Office DATE: February 5, 2020

CONTACT: Greg Usry, City Manager

AGENDA ITEM: Consideration of request to close a section of Purchase Street on Sunday, October 18, 2020 (rain date October 25, 2020), for events to be held in conjunction with the 68th Annual Halloween Window Painting Contest.

FOR THE MEETING OF:
February 5, 2020

RYE CITY CODE,
CHAPTER
SECTION

RECOMMENDATION: That the City Council approve the request.

IMPACT: ☐ Environmental ☐ Fiscal ☒ Neighborhood ☐ Other:

Closing a section of Purchase Street for activities related to the Halloween Window Painting Contest will have minimal effect on the area.

BACKGROUND: The City Manager's Office received a request from the Recreation Department asking that Purchase Street, from the Square House (Boston Post Road) to Purdy Avenue, be closed from 8:00 am to 3:15 pm and 2nd Street between Hand Rolled Bagels and the Town Dock on Sunday, October 18, 2020 for the Annual Halloween Window Painting Contest. Special activities, including street entertainment from 10:00 am to 2:30 pm have been planned on Purchase Street during the day. The rain date will be Sunday, October 25, 2020.

See attached.

INTEROFFICE MEMORANDUM

TO: CITY MANAGER, CITY COUNCIL

FROM: ERIN MANTZ, ASSISTANT SUPERINTENDENT

SUBJECT: HALLOWEEN WINDOW PAINTING 2020

DATE: JANUARY 30, 2020

CC: NOGA RUTTENBERG, SALLY ROGOL, GREGORY BEAN

Rye Recreation would like to request closing of Purchase Street for the 68th Annual Celebration of the Halloween Window Painting Event. This year's event will take place on Sunday, October 18, 2020 with a rain date of Sunday, October 25, 2020.

- Closing of Purchase Street from the Square House (Boston Post Road) to Purdy Ave from 8:00 – 3:15 p.m. This will provide a safe place for the more than 1,200 youngsters and their families who participate in this event throughout the day.

- The closing of the street will be coordinated with the Rye Police Department so that all safety issues are taken into account. Rye/Port Chester EMS will be on stand-by during the day as well.

- On street entertainment will be performed between 10:00 – 2:30 p.m.

If you have any questions or concerns, please let me know.

CITY COUNCIL AGENDA

DEPT.: City Manager's Office DATE: February 5, 2020

CONTACT: Greg Usry, Interim City Manager

AGENDA ITEM: Consideration of request to hold the Annual Food Truck Festival Saturday, June 20, 2020.

FOR THE MEETING OF:
February 5, 2020

RYE CITY CODE,
CHAPTER
SECTION

RECOMMENDATION: That the City Council approve the request.

IMPACT: ☐ Environmental ☐ Fiscal ☐ Neighborhood ☐ Other:
Waive § 144-8D and G of the City Code.

BACKGROUND: The City Manager's Office received a request from the Recreation Department asking for the Recreation Department to hold their Annual Food Truck Festival on Saturday, June 20, 2020. The Council will have to waive § 144-8D and G which states;
§144-8 Restrictions states that licensed hawker, peddler or solicitor shall:
D. Not stand nor permit the vehicle used by him or her to stand in one place in any public place or street for more than 10 minutes or in front of any premises for any time if the owner or lessee of the ground floor thereof objects.

G. Not create or maintain any booth or stand, or place any barrels, boxes, crates or other obstructions, upon any street or public place for the purpose of selling or exposing for sale any goods, wares or merchandise.

See attached.

INTEROFFICE MEMORANDUM

TO: CITY MANAGER, CITY COUNCIL

FROM: ERIN MANTZ, ASSISTANT SUPERINTENDENT

SUBJECT: RECREATION FOOD TRUCK FESTIVAL 2020

DATE: JANUARY 30, 2020

CC: NOGA RUTTENBERG

Rye Recreation would like to request permission for the Annual Food Truck Festival tentatively scheduled on Saturday, June 20, 2020 at Recreation Park. This community event has been well received having an attendance of more than 2,000 people each year. It features 8 – 12 food trucks, entertainment for both adults and children.

We understand that the local code § 144-8 Restrictions states that licensed hawker, peddler or solicitor shall:

> D. Not stand nor permit the vehicle used by him or her to stand in one place in any public place or street for more than 10 minutes or in front of any premises for any time if the owner or lessee of the ground floor thereof objects.
>
> G. Not create or maintain any booth or stand, or place any barrels, boxes, crates or other obstructions, upon any street or public place for the purpose of selling or exposing for sale any goods, wares or merchandise.

Both of these restrictions would need to be overridden for us to host our event.

Please let me know if you need any additional information.

CITY COUNCIL AGENDA

DEPT.: City Manager's Office DATE: February 5, 2020

CONTACT: Greg Usry, Interim City Manager

AGENDA ITEM: Consideration of request to hold the annual Turkey run road race on Saturday, November 28, 2020.

FOR THE MEETING OF:
February 5, 2020

RYE CITY CODE,
CHAPTER
SECTION

RECOMMENDATION: That the City Council approve the request.

IMPACT: ☐ Environmental ☐ Fiscal ☐ Neighborhood ☐ Other:

Closing a section of Purchase Street for activities related to the Halloween Window Painting Contest will have minimal effect on the area.

BACKGROUND: The City Manager's Office received a request from the Recreation Department asking for the Recreation Department to hold their 44th Annual Turkey Run Road Race on Saturday, November 28, 2020 from 9:00am to 11:30am.

See attached.

INTEROFFICE MEMORANDUM

TO: CITY MANAGER, CITY COUNCIL

FROM: ERIN MANTZ, ASSISTANT SUPERINTENDENT

SUBJECT: RECREATION TURKEY RUN 2019

DATE: JANUARY 30, 2020

CC: NOGA RUTTENBERG, SALLY ROGOL

Rye Recreation would like to request permission for the 44th Annual Turkey Run Road Race on Saturday, November 28, 2020. The race is scheduled to run from 9-11:30 AM, and will both start and end at Rye Recreation Park on Midland Avenue.

Rye Recreation plans on working with Rye Police and Westchester County Police in regards to any assistance we may need in regards to traffic and safety during the event. Rye/Port Chester EMS will be on stand-by during the day as well.

Rye Recreation looks forward to once again running a successful and safe event.

Please let me know if you need any additional information.

CITY COUNCIL AGENDA

DEPT.: City Manager's Office DATE: February 5, 2020

CONTACT: Greg Usry, Interim City Manager

AGENDA ITEM: Discussion with Sally Rogol, the Superintendent of Recreation, regarding providing a waiver of section 144-8D and G of the City Code to enable Sally, without further Council action to, during the 2020 season, have food trucks at:
-private events held from time to time at the park;
-lower camp, but not more than 1 truck on 2 occasions;
-upper camp, but not more than 1 truck once per week;
and -"lunch-or-dinner-in-the-park," but not more than 2 trucks together on occasion per week.

FOR THE MEETING OF:
February 5, 2020

RECOMMENDATION: That the City Council approve the request.

IMPACT: ☐ Environmental ☐ Fiscal ☐ Neighborhood ☐ Other:
Waive § 144-8D and G of the City Code.

BACKGROUND: The City Manager's Office received a request from the Rye Recreation Superintendent, Sally Rogol, to have the authority to grant permission for Food Truck requests for the 2020 season. The Council will have to grant her authority to waive § 144-8D and G at her discretion which states;

§144-8 Restrictions states that licensed hawker, peddler or solicitor shall:
D. Not stand nor permit the vehicle used by him or her to stand in one place in any public place or street for more than 10 minutes or in front of any premises for any time if the owner or lessee of the ground floor thereof objects.

G. Not create or maintain any booth or stand, or place any barrels, boxes, crates or other obstructions, upon any street or public place for the purpose of selling or exposing for sale any goods, wares or merchandise.

See attached.

INTEROFFICE MEMORANDUM

TO: CITY MANAGER, CITY COUCIL

FROM: SALLY ROGOL, SUPERINTENDENT

SUBJECT: FOOD TRUCKS AT REC PARK/CAMP

DATE: JANUARY 30, 2020

CC: NOGA RUTTENBERG, ERIN MANTZ, GREG BEAN

In order for the Rye Recreation Department to be efficient in booking reservations in the Park & Damiano Recreation Center for the 2020 season, the Recreation Commission is seeking permission from the council to allow the Superintendent to have the authority to grant permission for food trucks in the park without having to request them individually as they occur. This would cover any camp event needs at the park or related program site, new programming for "lunch/dinner at the park" as well as any resident requests that may come up.

In 2019, we received 8 requests for food trucks for picnics/events that were held. In addition, summer camp had 1-truck per week during the 6-week program. We did not host lunch/dinner in the park, but it still on our list to offer in 2020.

Food trucks are considered a new form a catering and those making use of them for their events were very pleased. No one event had more than 2 trucks as per council's directive.

We understand that the local code § 144-8 Restrictions states that licensed hawker, peddler or solicitor shall:

> D. Not stand nor permit the vehicle used by him or her to stand in one place in any public place or street for more than 10 minutes or in front of any premises for any time if the owner or lessee of the ground floor thereof objects.
>
> G. Not create or maintain any booth or stand, or place any barrels, boxes, crates or other obstructions, upon any street or public place for the purpose of selling or exposing for sale any goods, wares or merchandise.

Both of these restrictions would need to be overridden for us to host our event.

Please let me know if you need any additional information